

MERRICK UNION FREE SCHOOL DISTRICT

21 Babylon Road
Merrick, New York 11566
Phone: (516)992-7200

TUITION CONTRACT

The Board of Education of the **MERRICK UNION FREE SCHOOL DISTRICT**, County of Nassau, hereby contracts with *Malverne Union Free School District* (hereafter "Sending District") for the purpose of providing specialized education and related services to the student listed in Confidential Attachment "A", a resident of the Sending District, during the school year 2021-2022 (see Term, below).

The instruction will be given daily on school days in a special class located in the Merrick Union Free School District. Instruction shall be provided by individuals holding valid professional licenses and credentials, where applicable. Upon request, copies of such credentials shall be made available to the Sending District by Merrick Union Free School District. In the event that any required license and/or certification of any agent or employee providing services under this Agreement is revoked, terminated, suspended or otherwise impaired, the Merrick Union Free School District will immediately notify the Sending District.

The Sending District hereby contracts with the Merrick Union Free School District for it to furnish the services enumerated herein for the sum listed below during the school year 2021-2022.

Term: **07/01/2021– 08/11/2021**

Merrick Union Free School District may terminate this Agreement with regard to any individual student(s) upon fourteen (14) days' notice to the Sending District. Such termination may only take place after consultation with the Sending District, including but not limited to consultation with the Sending District's Administration and Committee on Special Education ("CSE").

Notwithstanding the above paragraph, the Merrick Union Free School District may terminate this Agreement immediately if the continued provision of services presents and immediate danger to the health, safety and welfare of the students, faculty, staff or administration of the Merrick Union Free School District.

The Sending District may terminate this Agreement with regard to any individual student(s) upon fourteen (14) days' notice to the Merrick Union Free School District.

In the event of termination, payment shall be due, pro rata, for all education and services provided by the Merrick Union Free School District up until the effective date of termination.

Tentative Tuition Rate (Amount may change pending methodology) inclusive of any and all related services provided during the school day:

Tuition **\$3,320.00**

1:1 Aide **\$3,704.00**

In addition, the Merrick Union Free School District shall afford the Sending District the following:

- a. Right to visit the school;
- b. Pupil attendance reports;
- c. Pupil progress reports;
- d. Right to examine accounting records as they pertain to tuition costs;
- e. Relevant personnel to participate in Sending District's Committee on Special Education ("CSE") meetings.

The Merrick Union Free School District shall notify the Sending District promptly of any problems, situations or incidents that occur during the provision of services.

The Merrick Union Free School District shall be responsible for compliance with the requirements of Project SAVE and the SAFE SCHOOLS ACTS with respect to any person providing education or services hereunder. All persons providing services by or through the Merrick Union Free School District under the terms of this Agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to Sending District students. Appropriate written proof of such clearance shall be provided to the Sending District upon request.

In the even that litigation is initiated concerning a student(s) receiving education and services pursuant to this Agreement, the Sending District and/or the Merrick Union Free School District shall promptly give written notice of same to each other.

The Merrick Union Free School District agrees to defend, indemnify and hold harmless the Sending District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement and caused by the willful misconduct or gross negligence of the Merrick Union Free School, and its Board of Education, agents, officers, trustees, attorneys, employees, etc.

Such indemnification shall not apply in matters related to the provision of educational services, so long as the Merrick Union Free School District is in compliance with the student's IEP and/or Federal and State Laws and regulations.

The Sending District agrees to defend, indemnify and hold harmless the Merrick Union Free School District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the determination of the Sending District's Committee on Special Education of the student's IEP, or the performance of this Agreement unless caused by the willful misconduct or gross negligence

of the Merrick Union Free School District, and its Board of Education, agents, officers, trustees, attorneys, employees, etc.

Both parties acknowledge that they may receive and/or come into contact with protected health information, as defined by the health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said regulations, if applicable.

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

It is mutually agreed that this Agreement shall not become valid and binding upon either party hereto until it is approved by a formal resolution of the boards of education of each of the parties to this Agreement, at a duly convened meeting of each of the respective boards.

Should any portion of this Agreement be declared for any reason to be invalid, such decision shall not affect the validity of the remaining parts of this Agreement. Such remaining parts shall remain in full force and effect as if this Agreement had been executed with the invalid part eliminated.

This Agreement shall be governed in all respects by the laws of the State of New York. Each of the parties agrees to submit to the jurisdiction of the courts of the State of New York, County of Nassau.



President, Board of Education
Merrick Union Free School District
Date: _____

President, Board of Education
Malverne Union Free School Dist.
Date: _____